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Exhibit 1



April 15, 2019

The Official Committee of Tort Claimants of
PG&E Corporation. et al
c/o Mr. Robert Julian
Baker & Hostetler LLP
11601 Wilshire Boulevard
Suite 1400
Los Angeles, California 90025

Ladies and Gentlemen:

Subject to approval of the United State Bankruptcy Court for the Northern District of California (the "Court") and consistent with the guidelines of the Office of the United States Trustee (the "US Trustee"), we ("Dundon") propose to the Official Committee of Tort Claimants (the "Committee") our engagement (the "Agreement") retroactive to March 1, 2019, as financial and strategic adviser to the Committee.

The scope of our duties to the Committee are included below:

- Real estate: Review and advise on PG&E Corporation and Pacific Gas and Electric Company's (the "Debtors") real estate portfolio and evaluate leases for optimization/rejection and any proposed real estate sales or financings (except for PPAs as described below).
- Monitor, advise the Committee and, as directed by counsel, outreach to the California Public Utilities Commission with respect to resolution of tort claims, confirmation of a plan and other matters, if requested by counsel.
- Monitor, advise the Committee and, as directed by counsel, outreach to the California legislature and the California Governor's office with respect to resolution of tort claims, confirmation of a plan and other matters, if requested by counsel.
- Monitor and advise the Committee regarding institutional shareholders, corporate governance, shareholder votes and proxy contests, and potential changes in the composition or direction of PG&E Corporation's Board of Directors or senior executives.
- Advise the Committee with respect to the Debtors' employment and labor issues (other than assistance on any proposed KERP/KEIP, due to Lincoln Partners Advisors LLC's ("Lincoln") prior involvement).
- Assist the Committee with its communications website as required by Section 1102 of the Bankruptcy Code.

- Collaborate with Lincoln as requested in the review and analysis of tax related issues - attributes, carryforwards, state tax implications and potential impact on ratemaking.
- Collaborate with Lincoln as requested with operations, rate base, and regulatory considerations.
- Collaborate with Lincoln as requested with analysis of power purchase agreements.
- Collaborate with Lincoln as requested with Wildfire Mitigation.

Our duties lie solely to the Committee and we will be directed by the Committee in the performance of such duties pursuant to its by-laws or other resolutions, and by counsel to the extent necessary to assist counsel in providing legal advice to the Committee. We are not being engaged by or for any individual Committee member, any other tort claimant in Chapter 11 cases of *PG&E Corporation, et al.* (the “Cases”), and expressly disclaim any duty to any of the foregoing in such individual capacities. Any advice we provide to any member of the Committee will be rendered as, must be interpreted solely as, advice to the Committee as a whole in the performance of its statutory duty.

Dundon will submit its evaluation and analyses pursuant to this engagement in periodic oral and written reports. Such reports are intended to and shall constitute privileged and confidential information, and shall constitute your property, regardless of whether the Agreement is approved by the Bankruptcy Court

Dundon intends for all work to be privileged and confidential to the fullest extent possible and to be covered by the attorney work-product doctrine and any other applicable privileges. Accordingly, Dundon agrees to maintain strict confidentiality with respect to all aspects of the engagement and the work, including all communications between or among Dundon, Committee counsel, or any other advisors; all documents that are received, reviewed, provided, made accessible or generated; and all strategies or tactics employed or considered in connection with the engagement.

Notwithstanding that our fees and expenses for the engagement will be paid by or for one or more Debtors, no such Debtor has been, is, or while this Agreement is in effect will become, our client in any matter whatever.

Our objective is to support as fair and as fast a recovery to tort claimants in the Cases as may be achieved, as more particularly set forth as to duties, rates, and qualifications in that certain retention application to be made to the Court (the “Application”). We will do this as the Committee’s financial and strategic adviser; we will not act as its agents, employees, attorneys-in-fact, attorneys-at-law, securities brokers, accountants, or tax advisers. We have disclosed to the Committee the risks and uncertainties of recoveries arising from bankruptcy generally and specifically from the character of tort claims and the challenges of the Cases. We haven’t promised any particular result or amount of recoveries, and we have and undertake no liability to the Committee, any member of the Committee, any debtor or any creditor of any debtor, for the amount of recoveries or the occurrence of any particular outcome of the Cases of any debtor.

The Committee agrees that Dundon’s compensation shall be based on hourly rates, as set for below, consistent with the Application, and any applicable order or guidelines, and further agrees

that our fees and expenses are not contingent with respect to the achievement or prospect of any particular level of recovery or other outcomes desirable to the Committee or any or all tort claimants or other creditors of any debtor. We agree that anything in this Agreement or the Application notwithstanding, no individual member of the Committee, its counsel and other advisors, shall have responsibility for any of our fees and expenses hereunder or otherwise, and we shall not be entitled to payment of fees and expenses in excess of any amount approved by the Court.

A number of Dundon's personnel have experience in the above matters and may be engaged in this representation. Although others of our staff may also be involved, we have listed below certain of the Dundon personnel (along with their corresponding billing rates) who would likely constitute the core group for this matter.

Alex Mazier	\$600.00/hr.
Harry Tucker	\$450.00/hr.
John Roussey	\$550.00/hr.
Jonathan Feldman	\$600.00/hr.
Laurence Pelosi	\$630.00/hr.
Matthew Dundon	\$630.00/hr.
Peter Hurwitz	\$600.00/hr.
Phillip Preis	\$500.00/hr

These rates will be adjusted as of July of each year to reflect advancing experience, capabilities, and seniority of our professionals as well as general economic factors. Matthew Dundon will lead this assignment, and will remain personally involved throughout the engagement

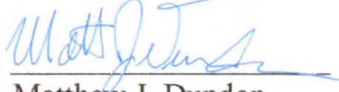
Either the Committee or we may terminate this Agreement at any time and for any reason or none, and the Committee and Court may at any time direct that we limit or discontinue our services to the Committee. In all such cases, we shall remain entitled (insofar as the Committee is concerned, but remaining subject to Court approval) to all fees and expenses incurred through the date of such termination or limitation, but to no further fees nor to the reimbursement of any expenses incurred thereafter.

April 15, 2019


This agreement is governed by New York law without giving effect to its conflict of law provisions. Any dispute arising hereunder shall be adjudicated by the Court unless the Court declines jurisdiction, in which case any other court of competent jurisdiction located in the city, county and state of New York shall adjudicate such disputes.

Best regards,

Dundon Advisers LLC

By: 
Matthew J. Dundon

AGREED AND ACKNOWLEDGED:
Official Committee of Tort Claimants

By: 
Date: 